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Counsel to Foundry Parcel I Owner, L.L.C.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:
	: Chapter 11
BOND FOUNDRY, LLC,	:
	: Case No. 20-11793-LGB
Debtor.	: Related Docket Nos. 153
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**NOTICE OF FILING OF ATTORNEY TIME RECORDS FOR
EXPENSES INCURRED BY FOUNDRY PARCEL I OWNER, L.L.C.**

PLEASE TAKE NOTICE that, on November 4, 2021, the Court entered the *Order Granting Debtor's Motion to Assume Lease* [ECF No. 153] (the "Lease Assumption Order");

PLEASE TAKE FURTHER NOTICE that, in accordance with paragraph 4 of the Lease Assumption Order, annexed hereto as **Exhibit 1** is the time sheet information for Hunton Andrews Kurth LLP counsel fees and expenses incurred by Foundry Parcel I Owner, L.L.C. (the "Landlord") for the period October 1, 2021 through December 29, 2021 (collectively, the "Expenses"). The requested Expenses total \$186,675.23, comprised of \$183,518.75 in attorney fees and \$3,156.48 in out-of-pocket expenses;

PLEASE TAKE FURTHER NOTICE, that any objection to payment of the Expenses (an "Objection") must be in writing, filed with the Court, and served on the Landlord, on or before **January 14, 2022** (the "Objection Deadline");

PLEASE TAKE FURTHER NOTICE, that, on or before **January 31, 2022**, the Debtor shall pay, (a) if no Objection has been timely filed and served, all of the Expenses, and (b) if an Objection has been timely filed and served, any undisputed portion of the Expenses.

RESERVATION OF RIGHTS

The Landlord reserves the right to seek reimbursement from the Debtor for attorneys' fees and expenses incurred by the Landlord for the period following December 29, 2021. The Lease Assumption Order provides that, in the event the lease is assumed, the Landlord shall file its expense reimbursement request for the period between October 1, 2021 through the date that each of the 365(b)(1) Conditions (as defined in the Lease Assumption Order) are satisfied. The Debtor has not satisfied each of the 365(b)(1) Conditions.¹ This notice shall not be construed as an admission that the 365(b)(1) Conditions are satisfied or that the lease has been assumed.

Dated: December 31, 2021

/s/ Robert A. Rich

Peter S. Partee, Sr.

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¹ Specifically, the Debtor has failed to cause a replacement letter of credit to be issued in favor of the Landlord, as it was required to do on or before November 25, 2021 pursuant to paragraph 2(c) of the Lease Assumption Order.